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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA AT ANCHORAGE

CAYLA CLURE,

Plaintiff,

v.

JOSEPH A. RESETARITS,

Defendant.

AT LAW AND IN ADMIRALTY

No. 3:24-cv-00033-SLG

COMPLAINT FOR MARITIME
PERSONAL INJURIES

JURY DEMAND

**ACTION UNDER SPECIAL RULE FOR SEAMEN TO SUE WITHOUT SECURITY
AND PREPAYMENT OF COSTS
(28 U.S.C. §1916)**

Plaintiff Cayla Clure, through counsel Trueb & Beard, LLC, alleges the following causes
of action against Defendant.

JURISDICTION AND VENUE

1. This is a case of admiralty and maritime jurisdiction as herein more fully appears.
The negligence action against plaintiff's employer arises under §33 of the Merchant Marine Act
of 1920, presently found at 46 U.S.C. § 30104 (Jones Act). All other claims arise under the

Complaint
Clure v. Resetarits

Page 1 of 7

1 general maritime law. Plaintiff elects to try her claims at law before a jury. For the reasons noted
2 more fully below, both jurisdiction and venue are appropriate before this Court.

3 2. Plaintiff is a citizen of the United States of America and resides in Alaska.

4 3. Plaintiff, a seaman, was injured while in the service of and while working aboard
5 the F/V PATIENCE, while the vessel was on navigable waters at or near Naknek, Alaska.

6 4. On information and belief, Joseph Resetarits is a citizen of the United States of
7 America and resides in Alaska.

8 5. On information and belief, at all material times defendant Joseph Resetarits was
9 plaintiff's employer.

10 6. On information and belief, at all material times Joseph Resetarits was the owner
11 and/or owner *pro hac vice* and/or operator and/or charterer and/or controller of the vessel F/V
12 PATIENCE, O.N. 668232.

13 7. This Court has both subject matter and personal jurisdiction over all of plaintiff's
14 claims.

15 8. Plaintiff's injuries occurred on or about June 27, 2022. Per 46 U.S.C. § 30106,
16 plaintiff's claims are timely filed.

17 **CLAIMS FOR NEGLIGENCE AND UNSEAWORTHINESS**

18 9. Plaintiff hereby realleges and incorporates paragraphs 1-8.

19 10. On or before June 27, 2022, plaintiff was engaged as a seaman by Joseph
20 Resetarits and/or his agent(s) to be employed aboard the F/V PATIENCE.

21 11. On or about June 27, 2022, and while plaintiff was performing her duties aboard
22 the F/V PATIENCE, and as a direct and proximate result of the negligence of defendant and/or
23 its representatives, officers, agents, crew, or employees, and/or as the direct and proximate result

24 Complaint

25 *Clure v. Resetarits*

Page 2 of 7

1 of the unseaworthiness of the F/V PATIENCE, plaintiff incurred injury to her right arm, wrist,
2 hand and other body parts, while, in furtherance of her duties, and as directed by the captain of
3 the vessel, plaintiff attempted to reposition the vessel's net tow line to the midship portside cleat.
4 To do so, plaintiff was forced to bend down and place herself between the vessel's house and the
5 net tow line. As she was performing her duties in attempting to tie the net tow line to the port
6 side cleat, the vessel turned in causing the net tow line to swing towards the vessel's bow. As
7 the net tow line swung forward, the line tightened and trapped plaintiff against the vessel's
8 portside cabin wall – crushing plaintiff against the cabin wall.

9 12. In effort to free herself, plaintiff, pumped with adrenaline as she fought to breath,
10 used both arms to push against the net tow line as hard as she could. Plaintiff pushed so hard she
11 literally fractured the distal end of her radius forearm bone in two, and incurred other injuries to
12 her arm, wrists, hand and other body parts.

13 13. Negligence and unseaworthiness are premised, without limit, on the lack of line of
14 sight between the Captain and plaintiff, lack of means of communication between captain and
15 crew aboard the vessel, the Captain's oversteering of the vessel, the lack of policies and
16 procedures to ensure crew are safe before maneuvering the vessel in a manner that might put
17 crew in harm's way and/or failure to follow policies and procedures to safely maneuver the
18 vessel to ensure crew safety while performing duties aboard the deck.

19 14. As a direct and proximate result of said negligence and/or unseaworthiness as
20 herein alleged, plaintiff was caused to suffer severe injuries, *inter alia*, to her right arm, wrist,
21 hand, and other body parts and plaintiff suffered and may continue to suffer in the future, great
22 amounts of physical pain with resultant physical disability and mental suffering.
23

1 15. Additionally, after plaintiff suffered her injuries on the F/V PATIENCE,
2 defendant failed and/or refused to timely pay plaintiff and/or provide all of the maintenance, cure
3 and unearned wages to which she was entitled. Defendant's negligent and/or intentional failure
4 to pay maintenance, cure and unearned wages or otherwise provide for plaintiff's medical care
5 and support during convalescence gives right to claims under the Jones Act, and were/are as a
6 matter of law the legal cause of additional physical, emotional and/or economic injuries suffered
7 by plaintiff.

8 16. As a direct and proximate cause of the above-described injuries, plaintiff was and
9 is prevented from, and may in the future be prevented from, completely pursuing her regular
10 occupation, and has suffered both past and future loss of income; as well as past and future pain
11 and suffering, loss of enjoyment of life, physical disability, emotional and mental injury,
12 reasonable and necessary medical expenses, and other general and special damages all in a sum
13 in excess of One Hundred Thousand Dollars (\$100,000.00), to be proven more definitely at trial
14 in this matter.

15 CLAIMS FOR MAINTENANCE AND CURE

16 17. Plaintiff hereby realleges and incorporates Paragraphs 1-16.

17 18. A vessel employer owes all seamen who become ill or injured while in the service
18 of their vessel the no-fault maritime obligations of maintenance and cure.

19 19. The vessel employer's obligation to pay maintenance and cure is the most
20 pervasive of all the obligations owed a seaman.

21 20. Defendant was plaintiff's vessel employer.

22 21. Defendant owed a duty to pay plaintiff maintenance and cure for the injuries
23 plaintiff incurred aboard the F/V PATIENCE.

24 Complaint

25 *Clure v. Resetarits*

22. Defendant failed to pay plaintiff all the maintenance and cure owed plaintiff; and therefore, was and is in breach of his no-fault maritime injury obligations.

23. Plaintiff also claims herein all future maintenance and cure to which she is entitled, all in an amount to be determined at trial.

**CLAIM FOR ATTORNEY FEES & PUNITIVE DAMAGES FOR
FAILURE TO PAY MAINTENANCE, CURE & UNEARNED WAGES**

24. Plaintiff hereby realleges and incorporates Paragraphs 1-23.

25. Following plaintiff's injury, defendant left plaintiff to her own means to obtain medical care for her injuries, and did nothing to assure plaintiff received the no fault maritime benefits of maintenance, cure and unearned wages.

26. Because defendant did nothing, plaintiff had to obtain medical care on her own; and without any maintenance or unearned wages, was forced to return to work prior to medical release.

27. Because defendant did nothing, plaintiff filed a claim with the Alaska Fisherman's Fund – noting she had attempted to reach the vessel Captain to obtain the vessel's insurance information but received no response.

28. Because defendant did nothing, plaintiff was required to satisfy herself various medical bills arising from her vessel injury.

29. Because defendant did nothing, plaintiff had to hire an attorney to obtain the maintenance, cure and unearned wages owed.

30. Plaintiff received no maintenance until April 24, 2023 – some 10 months after she left the vessel due to injury, and after she had to hire an attorney.

31. While plaintiff has yet to receive confirmation that defendant paid any medical costs, on information and belief defendant finally did pay some of the medical costs - but not

Complaint
Clure v. Resetarits

Page 5 of 7

1 until October 2023, a year and four months after plaintiff's treatment – and after she had to hire
2 an attorney.

3 32. Plaintiff did not receive payment for any unearned wages until December 20,
4 2023, a year and six months after she left the vessel – and after plaintiff had to hire an attorney.

5 33. Defendant's failure to pay maintenance, cure and unearned wages was intentional,
6 willful, and callous; and done with a deliberate disregard of plaintiff's well-being.

7 34. As a result of defendant's actions in refusing to pay plaintiff's maintenance, cure
8 and unearned wages, plaintiff is entitled to her actual attorney's fees and punitive damages.

9 **WHEREFORE, PREMISES CONSIDERED,** plaintiff prays this Court to hear her just
10 cause of action, and that this Court require the defendant to answer her just cause of action, and
11 that she be awarded judgment against defendant as follows:

12 1. That plaintiff be awarded maintenance and cure against defendant in an amount to
13 be more fully determined at trial in this matter;

14 2. That plaintiff be awarded compensatory damages and general damages and any
15 other damages allowable under the general maritime law and the Jones Act against defendant
16 jointly and severally, in a sum in excess of One Hundred Thousand Dollars (\$100,000.00), in an
17 amount to be more fully determined at trial in this matter;

18 3. That plaintiff be awarded punitive damages and attorney fees against defendant in
19 an amount to be determined at trial; and

20 4. That plaintiff be awarded attorney's fees, prejudgment interest, post-judgment
21 interest, costs and any other relief in law or equity to which plaintiff is shown to be entitled.

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TRUEB & BEARD, LLC
Attorneys for Plaintiff

DATED: 02/06/24

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Complaint
Clure v. Resetarits

Page 7 of 7